

Lease of shop in parade with flat over

Date of lease: [date]

The Landlord: [name]

The Tenant: [name]

Lease of: [property address]

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The Landlord is: [name]

of [address]

The Tenant is: [name]

of [address]

The Guarantor is: [name]

of [address]

Start date of lease: [date]

End date of lease: [date]

1. Definitions

In this lease the following words shall have the meanings shown unless it is clear from :

“Business Space” means that part of the Premises marked on the Plan

“Common Parts” means those parts of the Parade, as are used in common with others, for example: gates, signs, roads, parking areas, paths, , , , , .

“Conduit” means any medium through which a service is supplied to any property. (:)

“Hazardous” has the meaning defined in the Hazardous Substance 1973 , .

“Insurance Rent” means the premium, net of any commission, paid by the Landlord to .

“Landlord” includes the person or persons from time to time entitled to possession of the .

“Lease Period” means the total of the Term plus any extension or

renewal, during which

“Parade” means the whole of the land and buildings of which the Premises

“Plan” means the plans of the Parade and the Premises attached to this

“Premises” means [the ground, first and second floor premises] at [full address and post code] the

“Rent” means R [12, 0000] payable without any deduction, in advance, by [twelve equal [monthly instalments of R [10,000], on the first day of each / [/] [/]];

“Rent Review Date” means every [third] anniversary of the start date of the lease. A reference to the Rent

OR

“Rent Review Date” means [date].

“Residential Space” means that part of the Premises occupied as a residence

“Security Deposit” means the sum paid by the Tenant to the Landlord as a deposit against any breach

“Services” means the services supplied by the Landlord to maintain the Premises and the remainder of the Parade. A list of Services

1 .

“Sign” means any sign, poster or advertisement or other visual message in any medium, painted onto or

attached to any part of the ,

“Term” means a term of [number] years [/].

“Use Allowed” means: use as retail shop / professional offices / restaurant / or any other use to

2. Interpretation

In this lease the following matters apply unless

- 2.1. Whenever more than one person or company is the Tenant or the Guarantor, their obligations can be enforced against
- 2.2. Any reference to a place or location at the Premises is a reference to
- 2.3. Any agreement by any party not to do or omit to do something is deemed to include an obligation not to allow or permit
- 2.4. [Except where stated otherwise], any obligation of any person arising from this
- 2.5. References to a party include references to a person to whom those rights and obligations are transferred or pass as a result of a , --
- 2.6. The headings to the paragraphs of this lease
- 2.7. The schedules to this lease are part of the lease and

- 2.8. All money sums mentioned in this lease are calculated net of VAT, which will be charged when .
- 2.9. A reference to a right of the Landlord to have access to the Premises is to be construed as extending to any head landlord or mortgagee .
- 2.10. A reference to “the last year of the Term” or to the “end of the Term” is a reference to .
- 2.11. A reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that .
- 2.12. It is certified that there is no agreement for lease .

3. Entire agreement

- 3.1. This lease contains the entire agreement between the parties and supersedes all .
- 3.2. Each party acknowledges that, in entering into this lease, he does not rely on any representation, warranty, information or document or other term not forming part [.
- 3.3. Conditions, warranties or other terms implied by statute or common law are excluded from this .

4. Tenant’s warranties for authority

The signatory to this lease, for himself and for ,
:

- 4.1. [he / the Tenant] has all necessary authority
;

4.2. he has no reason to doubt [his ability / the ability of the Tenant] to pay all sums

;

4.3. No person, nor governmental authority, has any right or claim which could prevent the Tenant at any

,

.

5. Landlord's warranties

The Landlord warrants that:

5.1. there is no dispute with any party

;

5.2. the Premises are supplied with mains services of water,

,

;

5.3. there is no order by any governmental authority which could prevent or

;

5.4. He is aware of no contractual obligation or legal right which could

.

6. The lease

6.1. By this lease the Landlord lets and the Tenant takes the Premises for the Term at the Rent and subject

.

6.2. There is included in this lease such rights of way over and use of, the Common Parts as are reasonably necessary for the proper use and enjoyment of the Premises. This grant is subject to a

.

6.3. The Tenant and Landlord agree that:

6.3.1 this lease creates a single lease of property to be

;

6.3.2 occupation of the Residential Space for residential purposes is

;

6.3.3 the Residential Space may be occupied in part

.

- 6.4. The Premises are let subject to all rights, easements, restrictions, covenants
- 6.5. The rights specified in Schedule 2 are expressly
- 6.6. All payments which may be due by the Tenant to the Landlord from time to time shall
- 6.7. Except so far as provided in this lease, the Landlord warrants that he will not interfere with Tenant's peaceful use

7. Responsibility for others

- 7.1. The Tenant shall not allow any person except his spouse or civil partner and children under the age of [18]
- 7.2. The Tenant accepts that he is liable to the Landlord for compliance with all the provisions of this lease and for any breach by any family member or other person whether acting
- 7.3. A promise by the Tenant not to do something also implies that the Tenant will not allow someone else to do that same thing. The Tenant is responsible for all
- 7.4. If the Tenant asks the Landlord for consent to some action or activity by any person, and the Landlord agrees, the Tenant remains entirely liable for compliance

8. Rent and other payments

- 8.1. The Tenant shall pay to the Landlord:
 - 8.1.1 the Rent;
 - 8.1.2 the Insurance Rent;

- 8.1.3 a fair proportion (decided by a surveyor nominated by the Landlord) of the cost of repairing maintaining and cleaning party walls, party structures, yards, gardens, , , , ;
- 8.2. For each of the above payments, an appropriate apportionment shall be made for the period from now until .
- 8.3. The Tenant shall also pay to the Landlord all costs, including , :
- 8.3.1 any works to the Premises which the Landlord undertakes as ;
- 8.3.2 dealing with any application by the Tenant for consent or approval, ;
- 8.3.3 preparing and serving a schedule of dilapidations either during the Lease Period ;
- 8.4. Payments to the Landlord shall be made by [\[direct debit / Internet / electronic transfer / other\]](#) to the bank account of the Landlord, details .
- 8.5. [\[Despite the above provisions, the tenant need not pay Rent for a period of \[\] \[/ \]\]](#).

9. Further Payments

The Tenant agrees to make the following payments,
:

- 9.1. all periodic rates and other taxes, relating to the Premises, including any imposed after the date of this lease (even if of a novel),
;
- 9.2. all charges for services at the Premises to be paid promptly to the service supplier, or a fair proportion (as recorded on any -)
;.

9.3. the cost of the grant, renewal or continuation of

,
;

10. Interest

All the payments to the Landlord referred to in this lease are payable on demand and if any payment is more than [seven]

[8 %].

11. Condition and repair

In relation to :

11.1. use the Premises only for the Use Allowed;

11.2. maintain the state and condition of the

;
;

11.3. employ only

,

11.4. decorate the inside [and the outside] of the Premises in every third year of the Term and in the last three months ().

,
.

,
];

11.5. [at least once in , , ;]

11.6. [keep any plate or safety glass in the Premises insured for

;
,
;]

11.7. prevent damage to the Premises

11.8. [maintain and keep

11.9. keep the

11.10. clean, maintain and keep free from blockages

12. Tenant's positive promises concerning Residential Space

The following obligations relate specifically to the Residential Space.

12.1. immediately at the start of the tenancy, inform all suppliers of domestic services and the local authority

12.2. not add to, nor change any contract

12.3. pay such Municipal charges as is

12.4. replace with similar styles and power, all electric lamps

12.5. pay the licence

12.6. keep clean and in good repair those parts of the Residential Space used in common with others,

- 12.7. keep clean and in good ;
- 12.8. keep clean the inside and outside ;
- 12.9. report to the Landlord any disrepair or defect in respect ;
- 12.10. pay any costs incurred by ;
- 12.11. re-imburse the Landlord for any ;
- 12.12. if the Landlord provides a list to the Tenant before the start of ,

13. Tenant's negative promises concerning Residential Space

The following obligations relate specifically to the Residential Space.

- 13.1. attach anything to the walls with screws, - ,
- 13.2. store or keep on ,
- 13.3. remove or change ,

- 13.4. remove from the
;
- 13.5. overload any electrical circuit
-
- 13.6. bring, keep or allow any animals to be
;
- 13.7. play or use in the Premises any musical instrument, audio or other
;
- 13.8. cause any other nuisance
;
- 13.9. make any
;
- 13.10. bring into the Residential
.

14. Tenant's positive promises concerning the Business Space

The following obligations relate specifically to the Business Space.

- 14.1. give the Landlord a copy of
;
- 14.2. provide a written notice to the Landlord
/
- 14.3. immediately notify the Landlord of any encroachment on the Premises
.

14.4. assist the Landlord as far as reasonably possible, and

14.5. keep the

14.6. [keep any plate or safety glass in the Premises insured for

14.7. comply with the terms of every law regulating

14.8. comply with all laws

15. Tenant's negative promises concerning the Business Space

The following obligations relate specifically to the Business Space.

15.1. make any alteration to the Premises;

15.2. in any circumstance do anything which might cause the

15.3. sleep overnight on the Business

15.4. apply for planning permission relating to the

15.5. make any

- 15.6. store or leave goods or detritus on
;
- 15.7. fix to the Premises any pole
, .
- 15.8. pour into any pipe or drain any trade waste or
,
;
- 15.9. bring onto the Premises
;
- 15.10. remove or change
;
- 15.11. remove from the
;
- 15.12. obstruct any window on the Premises;
- 15.13. cause any nuisance or annoyance to
;
- 15.14. cease carrying on business in the Premises or leave the Premises
continuously unoccupied for more than
[

].
- 15.15. do anything which might
;
- 15.16. change any burglar
;
- 15.17. change or install any locks and other
;
- 15.18. use the Premises for any activity which is dangerous, offensive,
noxious,
,

16. Asbestos and environmental obligations

The provisions in this

16.1. Despite any other provisions in this Lease, the Tenant shall bear no responsibility (whether directly or via the obligation to pay any other sums under this Lease) or liability

16.2. Despite the foregoing provisions of this paragraph and all

16.2.1 if asbestos is discovered as a result of investigation by the Tenant or building work commissioned by the

16.2.2 if asbestos is discovered in circumstances unconnected to work or investigation

16.2.3 in any circumstance when the Landlord has an obligation in respect

16.2.4 the Landlord shall in no circumstances be responsible for damage caused to

17. Signs and advertisements

17.1. Before the Tenant may place any Sign on or near to the Premises, he must

17.2. The Landlord is under no obligation

17.3. The Landlord may approve any Sign subject

17.4. The Tenant accepts full liability for and indemnifies the Landlord

18. Goods and vehicles

The Tenant agrees that he will not:

18.1. park any vehicle except

OR

18.2. park more than [number] cars

18.3. load or unload

18.4. park any commercial

18.5. permit any vehicle belonging to him or any visitor to him,

18.6. move goods into or

19. Default notice by Landlord

19.1. If the Tenant is in default of any provision of this

19.2. If the Tenant fails to remedy the default within seven

20. Assignment of the lease

20.1. Except as specified in this lease,

20.2. The Tenant may not assign

20.3. The Tenant may assign or transfer his interest

20.4. The Landlord may not

20.5. It is a good reason (among other good reasons)

20.5.1 the proposed transferee is less likely to be able

20.5.2 the Tenant owes money to the Landlord;

20.5.3 there is no satisfactory guarantor of
()
;

20.5.4 the proposed use of the Premises by the proposed Assignee
upsets the balance

20.6. In giving consent,
:

20.6.1 the assignee shall not

20.6.2 the assignment shall impose an
;.

20.6.3 the assignee shall enter into direct

21. Tenant indemnifies Landlord

The Tenant agrees to
:

21.1. any act, omission or negligence
,

21.2. any breach by
;

21.3. any act, omission or negligence of the Tenant which

22. The Security Deposit

The parties acknowledge that

OR

22.1. The Landlord confirms that he has
[]

22.2. The Landlord may use the Security Deposit

22.3. If the :

22.3.1 he will tell

;

22.3.2 the rights or

22.3.3 the sum used is repayable to the Landlord

[4]

23. Insurance

23.1. "Insured Risks" means the risks of loss or damage by any naturally occurring event, fire, explosion, riot, terrorism, civil commotion, malicious damage,
(),

23.2. The Landlord will keep the Premises (except the plate glass) insured

23.3. If damage is caused to the Premises by an Insured Risk, the Landlord will

(

).

23.4. Once a year, if the Tenant asks,

23.5. Provided that the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy, then if

23.6. If, within one year from the date of the damage, either party is of the

23.7. If either party

23.7.1 the lease ends on expiry of the notice;

23.7.2 the insurance money belongs to the Landlord;

23.7.3 the Landlord's obligation to make good damage ceases;

23.7.4 all other provisions shall apply as

23.7.5 (for the avoidance)

).

24. Access for Landlord

The Tenant is to give the Landlord,

24.1. to inspect the condition

24.2. to do works

24.3. to comply with any statutory obligation;

24.4. at any time during the last six months of the

" " , " ;

24.5. to show the interior and

;

24.6. to value the Premises;

24.7. to inspect, clean or repair neighbouring ,

, , , .

Conditions for access for the Landlord are:

24.8. the Landlord must

;

24.9. each visit must

;

24.10. the Landlord must promptly make good

.

25. Guarantor

The Guarantor agrees:

25.1. that his obligations are made to the landlord for

.

25.2. that his obligations will continue through the Term;

25.3. that if the Tenant assigns his interest without having

,

;

25.4. that any variation to the terms of

.

25.5. to indemnify the Landlord against all losses incurred as a result of any failure by the Tenant to comply with

, .

25.6. to make payment under this indemnity to the Landlord

[28]

25.7. to use his best endeavours to

25.8. to accept a new lease from the Landlord if this lease ends prematurely.

25.9. The new lease will be:

25.9.1 for the period from

25.9.2 at the Rent then payable under this lease;

25.9.3 on the terms of this lease as they apply on the termination

25.10. The Guarantor will pay

25.11. Even if the Landlord does not require the Guarantor to enter into a new lease,

26. Provision for premature termination

26.1. Despite all other provisions of this lease, the Tenant may terminate this

[]

26.2. If the Tenant so terminates this lease,

26.3. Payments made to the Landlord

27. Forfeiture

27.1. The Landlord may

27.1.1 any Rent or payment treated as
28

27.1.2 the Tenant or the Guarantor is in

27.1.3 the Tenant or the Guarantor, if an individual ()

27.1.4 the Tenant or the Guarantor, if a company,
, ()

27.1.5 the Tenant enters

27.1.6 the Tenant has any distress or execution levied on

21

27.2. The forfeiture of this lease

28. Rent review

28.1. The Rent shall

28.2. Six months before the Rent Review Date, the Landlord and the Tenant
(),

28.3. The Landlord may increase [20 %]

OR

28.4. From the Rent Review Date, the

OR

28.5. From the Rent Review Date, the

28.6. The market rent is the rent which a willing tenant would pay for the
Premises on the open market,

28.6.1 the willing tenant takes account of any likelihood that he would
be

28.6.2 the Premises are vacant;

28.6.3 the Premises can immediately be used;

28.6.4 the Premises are in the condition required

28.6.5 the Tenant has done nothing to the Premises to

28.6.6 no payment or allowance

28.7. If the Landlord and the Tenant agree the amount of

28.8. The Tenant is to continue to pay Rent at

28.9. Starting on that rent day, the

28.10. On that rent day, the Tenant is also to pay

[8]%

29. Failure to agree reviewed rent

If the Landlord and the Tenant fail to agree

29.1. Either party may request the president for

()

29.2. The expert

29.3. The parties shall share the fees and expenses of

29.4. If it becomes apparent that the expert shall not have produced a report

29.5. The instructions to the expert

30. At the end of the lease

30.1. When this lease ends the Tenant must:

30.1.1

;

30.1.2

;

30.1.3 ()

;

30.2.

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30.3.

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-

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30.4.

[14]

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30.5.

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31. Other matters

31.1.

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31.2.

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31.3.

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31.4.

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31.5.

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31.6.

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31.7. [

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31.8.

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It shall be deemed to have been delivered:

:

;

72

;

:

-

-

:

24

-

.

31.9.

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31.10.

,

.

Signed as a deed by or for the Landlord [\[write name\]](#) (who certifies that he has proper authority to sign)

:

Witness: signature:

Name:

Address:

Signed as a deed by or for the Tenant [\[write name\]](#) (who certifies that he has proper authority to sign)

:

Witness: signature:

Name:

Address:

Signed as a deed by the Guarantor [\[write name\]](#)

:

Witness: signature:

Name:

Address:

Schedule 1: the Service Charge and Services

1. Definitions

"Accountant"

"Accounts"

"Building"

"Common Parts"

"Fair Proportion"

"Financial Year"

"Other Let Premises"

"Plant"

“Service Charge”

“Surveyor”

“Total Cost of Services”

“Unlet Space”

2. The amount payable

2.1.

2.2.

2.3.

2.3.1

2.3.2

2.4.

.

2.5.

,

.

2.6.

,

.

3. The Services which constitute the charge

The Services are:

3.1.

, , , ,

,

;

3.2.

,

;

,

3.3.

,

;

3.4.

,

,

;

,

3.5. placing and running maintenance contracts for the Services;

3.6.

,

;

,

3.7.

,

;

3.8. cleaning the windows and other glass;

- 3.9. , , ;
- 3.10. , , ;
- 3.11. [,];
- 3.12. ;
- 3.13. . ;
- 3.14. , .

4. Services and payments excluded from the Service charge

- 4.1. , : ;
- 4.2. ;
- 4.3. ;
- 4.4. ;

4.5.

;

4.6.

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5. Service charge accounts

5.1.

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5.2.

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5.3.

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5.4.

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5.5.

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5.6.

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5.7.

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5.8.

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Schedule 2 - rights expressly reserved

1.

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2.

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3.

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4.

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5.

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6.

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Schedule 3 (Draft) Security Deposit agreement

This agreement is dated [date] and made between:

The Landlord: [name]

of [address]

The Tenant: [name]

of [address]

It is now agreed as follows:

1. Definitions

“Call Down”

“Client Account”

“Default”

“Deposit”

“Lease”

“Referee”

“Sum Claimed”

2. Interpretation

2.1.

2.2.

3. The Referee

3.1.

3.2.

3.2.1

3.2.2

3.2.3

3.2.4 [

].

3.2.5

3.3. , , , .

3.4. , .

3.5. , .

4. The Deposit

4.1. [].

4.2. [/]

4.3. .

4.4. , .

5. Calling down the Deposit

:

5.1.

, :

5.1.1

;

5.1.2

, ,

;

5.1.3

,

;

5.1.4

,

.

5.2.

.

5.3.

[14]

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,

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5.4.

14

,

,

.

.

5.5.

,

.

5.6.

.

5.7.

.

6. Topping up the Deposit

,

.

Signed by / on behalf of the named parties by their representatives who personally accept liability for the proper authorisation by their respective employer or principal to enter into this agreement

For, and on behalf of Landlord

[print name](#)

For, and on behalf of Tenant

[print name](#)

Explanatory notes:

Lease of shop in parade with flat over

Paragraph specific notes:

Notes referable to specific numbered paragraphs

1. Definitions

We believe it is bad drafting practice to randomly capitalise words which are not defined terms. For example, in this document, the word “lease” is not a defined term. However, in the

Conduit: is an ancient word for a pipe. In law it has a wider meaning, to include pipes, wires and anything which

Hazardous: has a special meaning. Briefly, it describes many substances which could cause harm in many ways, from

Insurance rent: landlords have special powers to obtain rent which are not available for the collection of other debts. It is therefore always advantageous to specify that monies due to a landlord should be treated as rent, as they are in this lease. Insurance rent is a commonly used term.

“ ”.

Lease Period: see note on guarantor

Premises: substitute some alternative word if you wish. We cannot over emphasise the importance of a full specification of the subject matter of the lease. If it is complicated you could put it in a schedule. The best way is a description which refers to

A good plan may also throw up unresolved side issues such as where the bins go and whether the landlord can park a

A further tip is to take photographs, particularly close--up to any feature, so that the condition is clear. If the premises are in excellent condition, the landlord will benefit most from photographs. If the premises are in poor condition, then it is the tenant who

Security deposit: whether you decide to take a security deposit or not is for your choice. Once decided, you have the option of using the formal agreement or simply placing the deposit

Use allowed: When a rent review comes up, the landlord will claim rent based on the open market value for the Use Allowed. The question of user is of course more important in longer leases where the use is much more likely to change over time. It is a mistake for the landlord to fix the use paragraph narrowly - perhaps with the thought that if the landlord needs to change the use

The point he misses is that at a rent review the new rent will be calculated by reference to the rack rent (then current rent) payable in the open market. Clearly, that market rent will be highest when the property can be used for many uses and lowest, when the use is restricted to a single, low value use. A landlord should therefore think

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of them

3. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If other documents are to be relied on, let them be listed here, so that both parties know the basis of the deal.

4. Tenant's warranties for authority

This paragraph prevents a Tenant from saying later that he was not aware of some circumstance detrimental to the landlord or which may cause a breach of the lease. It is more important when

The term also binds the signatory. It would be a very careless director who signed this when he knew

5. Landlord's warranties

It is common for a Landlord to give no warranty other than for "quiet enjoyment", which we have placed elsewhere so as to make it easy for you to delete this paragraph entirely if you choose to do so. However, a wise tenant or his solicitor will insist on some warranties by the

6. The lease

This paragraph covers a reservation of general rights. In addition, we have provided for a schedule of rights. The reason is: first, you may wish to use a schedule for the avoidance of doubt and second, the schedule could contain rights which you want to reserve from now, but which previously did not exist.

It is usual for only the cost of insurance to be treated as rent (and usually referred to as "Insurance rent"). The addition here of other expenses is

This paragraph also contains the usual landlords warranty for "quiet enjoyment". You

7. Responsibility for others

These points are usually lost among a long list of other matters. We have separated it so as to be more prominent as a "wake-up call" to the Tenant to

8. Rent and other payments

This paragraph contains detailed commercial terms. Make sure every word

Rent: is generally calculated in Rs per square foot or Rs per square metre, but the calculation rarely appears in the lease. The landlord will often specify a particular round sum when a property is advertised. Like

Important: the last sub--paragraph provides for a rent free period. However, it is better practice to deal with any money concession to the tenant in a side letter and to leave the lease showing the full amount of the rent payable. This ensures that you do

.

9. Further payments

We have no comment.

10. Interest

This provision crystallises the landlord's entitlement.

11. Condition and repair

The level to which repairs and maintenance must be maintained is usually to be as it is on the date of the lease. In other words the

This is done through a "schedule of dilapidations". The parties jointly appoint a surveyor to provide a list of all the deficiencies in the building. It should

Generally, you should make sure this paragraph ties in with

Decoration: the specification for redecoration and the frequency are a matter for negotiation. Many landlords are not too concerned about the quality of the interior decoration, provided it is done really thoroughly in the last year, so that they do not have the expense of undertaking the work before

Note that the tenant must insure any plate glass. This usually refers to shop front glass. However, any modern

12. Tenant's positive promises concerning Residential Space

If you prefer, use the old term "covenants" " "

The obligations in respect of residential space are different from those covering business space and need to cover many more points where

13. Tenant's negative promises concerning Residential Space

See last paragraph. The same applies.

14. Tenant's positive promises concerning the Business Space

Encroachments happen constantly and unexpectedly. Once a neighbour has committed to the construction of a large adjacent building, the only practical remedy is damages.

15. Tenant's negative promises concerning the Business Space

Here is a long menu

It is important to prevent anyone sleeping habitually on the

16. Asbestos and environmental obligations

Here we cover an area which rarely arises but which could be extraordinarily expensive if it did. It may be difficult to insure against unknown environmental problems. The

If the tenant wants to change your building in any way, asbestos may be uncovered and the statutory provisions

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It is usual (and fair) for the Landlord to pay for any hazardous substance treatment or removal

17. Signs and advertisements

Traditionally drawn leases fail to cover the many possibilities for visual impact. We take the view that a Landlord is entitled to know about, and approve what his tenant wishes to show.

If a sign affect the use or enjoyment of adjacent or neighbouring premises of the Landlord,

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Because the requirements of every tenant will be different, we recommend that the landlord prepares a specification for a new tenant as to what is

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For a multi-let property, the landlord will no doubt

18. Goods and vehicles

Land around a building is often forgotten in lease provisions. Consider what is the land use and state of it. It is important to the landlord to maintain the amenity of :

19. Default notice by Landlord

This paragraph provides a practical solution to the dilemma facing a landlord when the tenant is in breach but fails to take action. It may be

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20. Assignment of the Lease

When a tenant no longer requires property, he will have to transfer it to some other person in order to avoid the continuing obligation to pay the rent.

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If you consider our proposed draft to be too favourable to a tenant, that

21. Tenant indemnifies landlord

Few draftsmen include an indemnity in a lease because the tenant's covenants are precise and a simple recourse is to sue on a breach. However,

22. The Security Deposit

If you decide on a security deposit, we give you two alternatives. Either use this paragraph for a simple arrangement

23. Insurance

The landlord should be sure that he is able to provide the cover he promises in

24. Access for landlord

Essential, but the tenant

25. Guarantor

We strongly suggest that you

Whether a guarantor is required is entirely a commercial decision. We suggest that in the case of a grant to a limited company, you should always obtain personal

The guarantee provisions in this lease are stronger than most tenants would like. In particular, the guarantor remains in place after an

In order to remove the obligation of the guarantor for

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The last sub paragraph refers to the position

26. Provision for premature termination

Otherwise known as a “break clause”, that is a provision for the tenant to give notice, at some particular point in time, to terminate the lease

27. Forfeiture

These provisions are usual.

28. Rent review

The usual period for a short

We provide for three clear alternatives:

the rent is

the rent

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the

The purpose of a rent review is to bring the rent into line with rents

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Many older leases provide for "upwards only" review. When rents are falling, this prejudices a tenant. However,

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We have provided a step by step procedure to make the process as simple

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29. Failure to agree reviewed rent

A simple procedure for resolving disputes. We have made this provision because it is likely to be acceptable to all parties,

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The provision for the person appointed to act as expert and not as arbitrator is

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30. At the end of the lease

These provisions simply tie up loose ends.

If the tenant has fitted out the premises for

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31. Other matters

Apart from the

A provision for mediation has been included in place of the more usual

Schedule 1 The Service Charge and Services

Service charges are probably the area providing most frequent litigation. The tenant fears

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Another reason for distrust is that the landlord sets

Schedule 2 Rights expressly reserved

Reserved rights are rights which the landlord is keeping back from the grant of the lease. It is usually unnecessary to specify them

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Schedule 3 (Draft) Security Deposit agreement

We have provided , .

End of notes